



WILLIAM T FUJIOKA
Chief Executive Officer

County of Los Angeles CHIEF EXECUTIVE OFFICE

Kenneth Hahn Hall of Administration
500 West Temple Street, Room 713, Los Angeles, California 90012
(213) 974-1101
<http://ceo.lacounty.gov>

October 7, 2008

The Honorable Board of Supervisors
County of Los Angeles
383 Kenneth Hahn Hall of Administration
500 West Temple Street
Los Angeles, CA 90012

Dear Supervisors:

AGREEMENT AND QUITCLAIM OF RIGHT, TITLE, AND INTEREST IN REAL PROPERTY AT FIRST STREET AND BROADWAY IN THE CITY OF LOS ANGELES (FIRST DISTRICT) (3-VOTES)

SUBJECT

The recommended actions involve the relinquishment of joint ownership and participatory interests between the State of California (State), County of Los Angeles (County), and the City of Los Angeles (City) in the 4.65 acres of real property at the northeast corner of First Street and Broadway located in the City for the primary purpose of effectuating the County's sole ownership in a 2.69-acre portion to be developed as a part of an expanded Civic Park.

IT IS RECOMMENDED THAT YOUR BOARD:

1. Approve and instruct the Chair to execute the agreement by and between the State of California, County of Los Angeles, and City of Los Angeles regarding the disposition of property interests at First Street and Broadway in the City of Los Angeles.
2. Approve the quitclaim of the County's right, title, and interest to an undivided one-half interest in the former State office building property to the State of California and instruct the Chair to sign the quitclaim deed.

Board of Supervisors
GLORIA MOLINA
First District

YVONNE B. BURKE
Second District

ZEV YAROSLAVSKY
Third District

DON KNABE
Fourth District

MICHAEL D. ANTONOVICH
Fifth District

"To Enrich Lives Through Effective And Caring Service"

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Intra-County Correspondence Sent Electronically Only**

PURPOSE/JUSTIFICATION OF RECOMMENDED ACTIONS

Approval of the attached agreement by and between the State, County and City will formally terminate the 1986 Agreement, as amended, for joint office and commercial development through a private developer of 4.65 acres of real property located at the northeast corner of First Street and Broadway currently owned by the State and the County as tenants in common and provides for each of the parties to relinquish and quitclaim to each other their right, title, and interest so that:

- The State will reclaim sole ownership of the vacant 1.96-acre former State office building site;
- The County will reclaim sole ownership of the 2.69-acre surface parking lot, known as County Parking Lot 11, as a prerequisite for inclusion in the Grand Avenue Project which will develop this property along with the existing County Mall into a 16-acre Civic Park running between Grand Avenue at the Music Center to Spring Street at the City Hall; and
- The City will relinquish its 7 percent interest as a participating agency by virtue of its reversionary interest in the former State office building site in return for other property interests acquired from the State in June 2006 under a separate property exchange agreement between these parties.

Previous plans for office and commercial development of the subject property under a 1990 ground lease between the State and the County with Sico Broadway Developers (SICO), pursuant to the 1986 Agreement, as amended, never materialized. This ground lease was terminated in 1997, and SICO concurrently quitclaimed all of its interest in the subject property back to the State and the County.

IMPLEMENTATION OF STRATEGIC PLAN GOALS

The proposed recommendations are in furtherance of development of a much-needed Civic Park and are consistent with County Strategic Plan Goal 1 (Service Excellence) and Goal 6 (Community Service).

FISCAL IMPACT/FINANCING

The surface parking lot, through June 30, 2008, produced \$930,375 in annual revenue which is allocated, under the 1986 Agreement, to the City (7 percent - \$65,126), State (46 percent - \$427,973), and County (47 percent - \$437,276). After the State, County, and City relinquish their respective interests, the allocation of parking revenues will change so that the State will receive 30 percent and the County will receive 70 percent until such time that the County terminates the surface parking use and proceeds with the development of the Civic Park. Under the agreement, the County will open an escrow at Chicago Title Company. Upon the deposit of all of the fully executed quitclaim deeds, escrow will close and the escrow holder will record the deeds. The County will pay all escrow fees and costs, estimated at \$1,900, from the parking revenues for the last full month prior to the close of escrow and then make a last and final allocation of remaining revenue to the City, State, and County under the 1986 Agreement.

FACTS AND PROVISIONS/LEGAL REQUIREMENTS

On February 13, 2007, your Board authorized this office to negotiate an agreement with the State and the City to convey their interest in the surface parking lot property back to the County to restore its sole ownership and control over this property for its inclusion as a part of an expanded Civic Park to be developed in Phase I of the Grand Avenue Project in return for the County relinquishing its one-half interest in the former State building site back to the State. The attached agreement and quitclaim deeds, which have been agreed to by all the parties, will accomplish this mutual relinquishment of property interests between the State and the County as well as the relinquishment of the City's participatory interest.

In order to effectuate this transfer of property interests, each party will approve and execute the attached agreement and respective quitclaim deeds, beginning with the City, then the County, and finally the State. Upon full execution of the agreement, which will serve as escrow instructions, the County will open an escrow with Chicago Title Company, and the parties will deposit their executed quitclaim deeds together with certificates of acceptance. Upon receipt of all fully executed deeds, escrow will close and the deeds will be recorded.

On July 29, 2008, the Los Angeles City Council approved and the Mayor subsequently executed the attached agreement and two quitclaim deeds in favor of the County and the State (Exhibits D and G in the agreement) thereby relinquishing all of the City's right, title, and interest in both the former State office building site and in the surface parking lot property (County Parking Lot 11). As the next step, your Board's approval and execution of the attached agreement and quitclaim deed in favor of the State will transfer the County's undivided one-half interest in the 1.96-acre former State office building site back to the State, thereby restoring its sole ownership of this property.

After your Board's approval and execution, the agreement will be forwarded to the State General Services Department for approval and execution along with a quitclaim deed in favor of the County (Exhibit F in the agreement), whereby the State will relinquish its one-half interest in the 2.69-acre surface parking lot property subject to a reversionary interest and right of reentry by the State over the southerly 112 feet (.82 acre), which originally had been State property it conveyed to the County in 1980 subject to a deed restriction that it be used for development of Phase III of the County Mall. The State's quitclaim to the County restores this reversionary interest and right of reentry with the restriction that the property be used for public park and other public purposes.

Each party will deposit its executed quitclaim deeds into an escrow established at Chicago Title Company. When all fully executed quitclaim deeds have been deposited, escrow will close and the deeds will be recorded. Thereupon, the allocation of parking revenues received from the County's surface parking lot will be changed, so that the State will receive 30 percent and the County will receive 70 percent until such time that the County terminates the surface parking and proceeds with development of the Civic Park through the Grand Avenue Project.

ENVIRONMENTAL DOCUMENTATION

On February 13, 2007, acting as a responsible agency under the California Environmental Quality Act (CEQA), your Board certified that it had independently reviewed and considered the Final Environmental Impact Report (FEIR) prepared and certified by the Grand Avenue Authority as lead agency for the Grand Avenue Project, and adopted by reference, the findings made by the Authority, including those relating to the mitigation monitoring program, and those contained in the Environmental Findings of Fact and Statement of Overriding Considerations, when it approved various actions relative to the phased development of the Grand Avenue Project, including authorizing the CEO to negotiate the agreement that is the subject of this recommendation. The recommended action is within the scope of the project in the previously certified EIR.

IMPACT ON CURRENT SERVICES (OR PROJECTS)

The recommended actions contemplate the termination of surface parking on County Parking Lot 11 and the inclusion of this property along with the existing County Mall to be developed into an expanded 16-acre Civic Park to serve the downtown and Civic Center area.

CONCLUSION

It is requested that the Executive Officer of the Board of Supervisors return the original executed agreement in duplicate and the original executed quitclaim deed, two certified copies of the Minute Order, and two conformed copies of the adopted Board letter to the Chief Executive Office for further processing.

Respectfully submitted,



WILLIAM T FUJIOKA
Chief Executive Officer

WTF: DL:JSE
WLD:DS:lis

Attachments (2)

c: County Counsel
Auditor-Controller

**AGREEMENT BY AND BETWEEN THE STATE OF CALIFORNIA,
COUNTY OF LOS ANGELES AND CITY OF LOS ANGELES
REGARDING THE DISPOSITION OF PROPERTY INTERESTS AT
FIRST AND BROADWAY IN THE CITY OF LOS ANGELES**

THIS AGREEMENT is made and entered into as of _____, 2008, by and between the State of California, acting by and through the Department of General Services (the "State"), the County of Los Angeles, a body corporate and politic (the "County"), and the City of Los Angeles, a municipal corporation (the "City"). Collectively, these three agencies are referred to as the "Participating Agencies."

RECITALS

This Agreement is made with respect to the following facts and the following purposes:

1. The property located south of the Los Angeles County Criminal Courts Building ("Criminal Courts Building") and bounded by First Street, North Broadway and Spring Street (the "Site") is composed of parcels jointly held by the State and the County pursuant to an agreement dated March 18, 1986, as amended (hereinafter, the "1986 Agreement"), entered into by and between the State, County and City for the purposes of the construction of commercial office space, underground parking, and completion of Phase III of the Los Angeles Civic Center Mall (also known as "El Paseo de Los Pobladores del Los Angeles").
2. Prior to the 1986 Agreement, said parcels were held separately by the County and the State, respectively, as delineated in Exhibit A, with the City claiming a reversionary interest in a portion of the property held by the State pursuant to that certain deed recorded January 19, 1938 in book 155580, page 51, Official Records of the County Recorder of Los Angeles County. A map of the Site is attached hereto as Exhibit A and incorporated herein by reference.
3. The parcel directly south of the Criminal Courts Building (the "County Parcel"), delineated on Exhibit A and more specifically described in Exhibit B, also attached, is not improved with buildings and is currently used for surface parking. A portion of the County parcel was conveyed to the County by the State (the "Reversionary Interest Portion"), pursuant to that certain deed, O.R. 80-1240729, recorded December 10, 1980 in the Official Records of the County Recorder of Los Angeles County, subject to the condition that the property conveyed would revert to the State if the property or any portion of it were used for a purpose inconsistent with Phase III of the Los Angeles Civic Center Mall.
4. The parcel directly north of First Street (the "State Parcel"), delineated on Exhibit A and more specifically described in Exhibit C, also attached, is the site of the basement structure and foundation for the former State Office Building (hereinafter, the "State Parcel").

5. Pursuant to the 1986 Agreement, the County and the State were each record holder of an undivided fifty percent interest in the Site, and the Participating Agencies were to have the following percentage interest in the proceeds received from the Site: (1) State, 46 %; (2) County, 47%, and (3) City, 7%.

6. On May 4, 1990, the State and County, as landlord, entered into a ground lease of the Site with Sico Broadway Developers ("Sico"), as tenant for the purpose of development of the Site consistent with the 1986 Agreement.

7. On or about June 2, 1997, the State and County and Sico entered into a Termination of Ground Lease, and Sico quitclaimed its interest in the Site to the State and County, pursuant to that certain Quitclaim Deed recorded on June 5, 1997 in the Official Records of the County Recorder of Los Angeles County as Instrument No. 97-838534.

8. Pursuant to the terms of the 1986 Agreement, upon the termination of the ground lease, the 1986 Agreement was to terminate and the State and County were to execute quitclaim deeds to each of the City, County and State, transferring to each entity an undivided interest as tenants in common in the Site and the improvements thereon and any other non-cash assets equal to its percentage interest.

9. The Participating Agencies have not terminated the 1986 Agreement and no further quitclaim of property interests has occurred.

10. The Participating Agencies no longer desire to jointly develop the Site in the manner provided for in the 1986 Agreement, and no longer desire to hold the Site jointly as contemplated by the termination provisions of the 1986 Agreement.

11. The County and the City Community Redevelopment Agency have created a joint powers authority for the development of the Grand Avenue Project, which will include the improvement of the Civic Center Mall as a part of the commercial/residential development of certain parcels to the southwest of the Site on Grand Avenue.

12. The County desires to reclaim its sole ownership of the County Parcel, and relinquish its interest in the State Parcel, in order to incorporate the County Parcel in the Grand Avenue Project plans for improvement of the Civic Center Mall.

13. The City, pursuant to a Letter Agreement for Property Exchange dated July 31, 2002, with the State (the "Exchange Agreement"), has agreed to relinquish its seven percent reversionary interest in the State Parcel in return for other property interests, in accordance with the terms of the Exchange Agreement, and desires to relinquish any interest in the County Parcel so that the County Parcel may be included in the Grand Avenue Project.

14. The State desires to have the County and City relinquish their respective interests in the State Parcel, and to relinquish the State's interest in the County Parcel,

on the condition that the State be allowed to reserve the right to reenter the Reversionary Interest Portion of the County Parcel as provided for in this Agreement.

AGREEMENT

NOW THEREFORE, the Participating Agencies do hereby agree as follows:

1. Termination of 1986 Agreement

The Participating Agencies hereby agree and confirm that the 1986 Agreement is terminated, and the Participating Agencies are no longer bound by its obligations or entitled to any rights thereunder except as provided for below. Upon its execution by all parties, this Agreement shall govern the interests of the State, County and City in the Site and the County Parcel and State Parcel, except as expressly stated otherwise in this Agreement.

A. Upon the close of Escrow, as provided for below, the State shall receive thirty percent (30%), and the County shall receive seventy percent (70%) of parking revenues generated on the surface of the County Parcel until the County terminates the use of the County Parcel for surface parking and proceeds with the use of the County Parcel for the Grand Avenue project or other public purposes. Not later than thirty (30) days after the County notifies the State that the County has terminated the use of the County Parcel for surface parking the County shall provide a final accounting of the parking revenues from the County Parcel and shall remit to the State its respective share of such revenue. The State agrees that the continued use of the County Parcel for public parking purposes until the County proceeds with the Grand Avenue project is a public purpose and said continued use of the County Parcel for public parking purposes shall not entitle the State to reenter the Reversionary Interest Portion of the County Parcel pursuant to its right of reentry after execution, acceptance and recordation of the Quitclaim Deed set forth as Exhibit F hereto, (the "State Quitclaim Deed") as provided for below.

2. Transfer of Property Interests

A. In order to effectuate the transfer of the property interests contemplated by this Agreement, within fifteen (15) days of the effective date of this Agreement, the Participating Agencies shall do the following: (i) the County shall open an escrow ("Escrow") at Chicago Title Company ("Escrow Holder") and shall provide the Escrow Holder a fully executed copy of this Agreement which the parties agree shall serve as Escrow Instructions; (ii) the City shall quitclaim to the County any and all of its right, title and interest in the County Parcel by execution and delivery into Escrow of the Quitclaim Deed in the form attached hereto as Exhibit D; (iii) the County shall quitclaim to the State any and all of its right, title and interest in the State Parcel by execution and delivery into Escrow of the Quitclaim Deed in the form attached hereto as Exhibit E; (iv) the State shall quitclaim to the County any and all of its right, title and interest in the County Parcel, reserving unto itself a right of reentry in the Reversionary Interest

Portion of the County Parcel as provided in the State Quitclaim Deed, by execution and delivery into Escrow of the State Quitclaim Deed; and (v) the City shall quitclaim to the State any and all of in the form its rights, title and interest in the State Parcel by execution and delivery into Escrow of the Quitclaim Deed in the form attached hereto as Exhibit G. The express intention of the Participating Agencies in agreeing to this provision is to effectuate the sole ownership of the County Parcel in the County and the relinquishment of any County and/or City interest in the State Parcel, and to reserve to the State a right of reentry in the Reversionary Interest Portion of the County Parcel as provided in the State Quitclaim Deed.

B. Upon delivery of the executed Quitclaim Deeds into Escrow, the County and the State, respectively, shall also deposit into Escrow certificates of acceptance for the respective Quitclaim Deeds being received by them and when all deeds and certificates of acceptance have been deposited, the Escrow Holder is hereby directed to record said deeds and said easement. Escrow shall close no later than December 31, 2008.

C. The County shall pay all escrow fees and costs from the parking revenues for the last full month prior to the close of Escrow, before allocation of the Participating Agencies' percentage share of parking revenues provided for under the 1986 Agreement.

D. Section 4.3 of the Exchange Agreement required the City to convey its interest in the State Parcel at the earlier of approval of a State funded project on the State Property or five (5) years after Caltrans conveyed the exchange property to the City. The conveyance of the exchange property occurred on June 19, 2006. The intent of that section 4.3 was that the City was to continue to receive its share of the revenues from the 1986 Agreement for at least five (5) years after the Caltrans conveyance. This Agreement supercedes that portion of the Exchange Agreement and City is agreeable to quitclaiming its interest in the State Parcel. However, nothing herein shall affect the rights and obligations of the City and the State with respect to the State Parcel as set forth in section 4.3 of the Exchange Agreement related to the State's obligation to share sales proceeds with the City if the State sells the State Parcel, but such sale must occur by June 18, 2011 for the City to share in the sales proceeds.

3. General Provisions

A. Notice. Wherever provision is made for the giving of written notice, such notice shall be deemed to have been received if it has been sent by first-class mail, postage prepaid and addressed as follows:

To State: Department of General Services
Real Estate Services Division
Asset Management Branch
707 3rd Street, MS 501
West Sacramento, CA 95605
Attn.: Jonathan Heim

To County: County of Los Angeles
Chief Executive Office
713 Kenneth Hahn Hall of Administration
500 West Temple Street
Los Angeles, California 90012
Attn: John Edmisten

To City: Office of the Chief Legislative Analyst
City of Los Angeles
Room 255
City Hall
200 North Spring Street
Los Angeles, CA 90012
Attn: Paul Smith

With a copy to:
City Attorney
Real Property/Environment Division
200 North Main Street, 7th Floor
Los Angeles, CA 90012

Notice shall be deemed given five (5) business days after deposit as specified above. Notice of change of address shall be given by written notice in the manner detailed in this Section.

C. Waiver. No waiver by either party of any breach by the other party of any term, covenant or condition of this Agreement shall be deemed a waiver of any other breach of the same or any other term, covenant or condition of the Agreement.

D. Entire Agreement. This writing contains the entire agreement of the parties with respect to the matters contained herein, except as otherwise stated in this Agreement. Any modification or amendment hereto must be in writing and signed by each of the parties hereto. The Participating Agencies agree to execute such other documents as are required to effectuate the terms of this Agreement.

E. Law Governing. The interpretation and enforcement of this Agreement shall be governed by the laws of the State of California.

F. Severability. If any provision or provisions of this Agreement are for any reason adjudged to be unenforceable or invalid, the remainder of the Agreement shall terminate, unless the parties agree in writing that the remainder of the Agreement shall remain in effect..

G. Covenants. All provisions of this Agreement, whether covenants or conditions, shall be deemed to be both covenants and conditions.

H. Captions. The captions and the section and subsection numbers appearing in this Agreement are inserted only as a matter of convenience and in no way define, limit, construe or describe the scope or intent of such sections of this Agreement nor in any way affect this Agreement.

I. Interpretation. Unless the context of this Agreement clearly requires otherwise, (i) the plural and singular numbers shall be deemed to include the other; (ii) the masculine, feminine and neuter genders shall be deemed to include the others; (iii) "or" is not exclusive; and (iv) "includes" and "including" are not limiting.

J. Binding Effect. The provisions of this Agreement shall be binding upon the parties hereto and their respective successors-in-interest.

K. No Presumption Re Drafter. The parties acknowledge and agree that the terms and provisions of this Agreement have been negotiated and discussed between the parties and their attorneys, and this Agreement reflects their mutual agreement regarding the same. Because of the nature of such negotiations and discussions, it would be inappropriate to deem any party to be the drafter of this Agreement, and therefore, no presumption for or against its validity or as to any interpretation hereof, based upon the identity of the drafter, shall be applicable in interpreting or enforcing this Agreement.

L. Assistance of Counsel. Each party hereto either had the assistance of counsel, or had counsel available to it, in the negotiation for, and the execution of, this Agreement, and all related documents.

IN WITNESS WHEREOF, this Agreement has been executed by the parties hereto as of the date first written above, and shall be effective from that date forth.

ATTEST:

STATE OF CALIFORNIA
DEPARTMENT OF GENERAL SERVICES

By _____
James S. Martin
Acting Chief
Real Property Services Section

COUNTY OF LOS ANGELES

By _____
Chair, Board of Supervisors

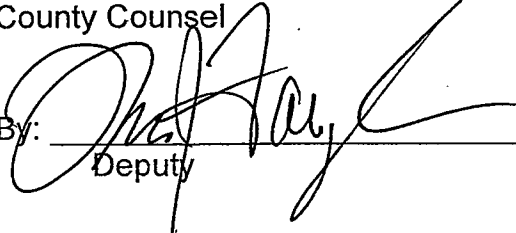
ATTEST:

SACHI A. HAMAI,
Executive Officer of the Board of Supervisors

By: _____
Deputy

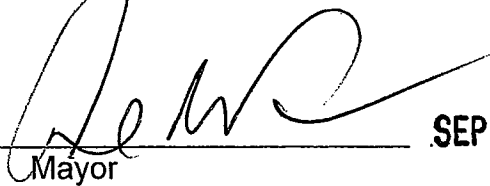
APPROVED AS TO FORM:

RAYMOND G. FORTNER, JR.,
County Counsel

By:  _____
Deputy

CITY OF LOS ANGELES

By


Mayor

SEP 03 2008

APPROVED AS TO FORM:

ROCKARD J. DELGADILLO
City Attorney

By

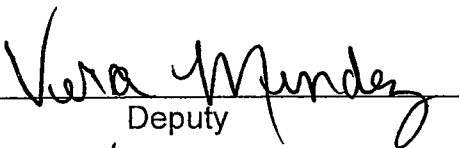

Deputy City Attorney

ATTEST:

I hereby attest that the City of Los Angeles
executed the above on the 5th day of
September, 2008

Karen E. Kalfayan, Acting City Clerk

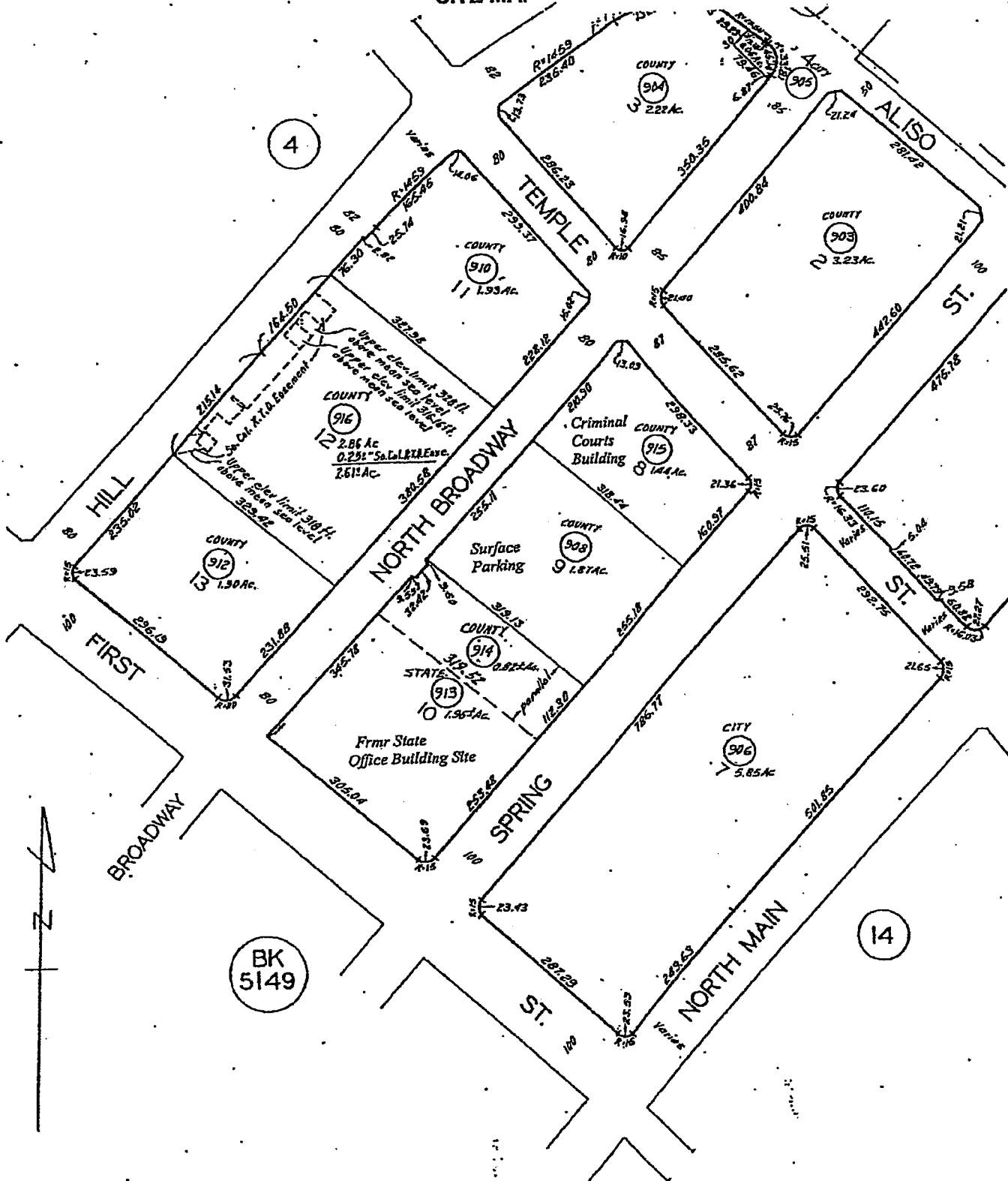
By


Deputy

C-114386



4



A. M. 1-77-80

14

EXHIBIT B

LEGAL DESCRIPTION OF COUNTY PARCEL

ALL THAT LAND SITUATED IN THE STATE OF CALIFORNIA, COUNTY OF LOS ANGELES AND DESCRIBED AS FOLLOWS:

PARCEL 1:

PARCEL 9, AS SHOWN ON LOS ANGELES COUNTY ASSESSOR'S MAP NO. 94, FILED IN BOOK 1, PAGES 77 TO 80, INCLUSIVE, OF ASSESSOR'S MAPS, IN THE OFFICE OF THE REGISTRAR-RECORDER/COUNTY CLERK OF THE COUNTY OF LOS ANGELES.

PARCEL 2:

THAT PORTION OF PARCEL 10 OF L.A.C.A. MAP NO. 94, IN THE CITY OF LOS ANGELES, IN THE COUNTY OF LOS ANGELES, STATE OF CALIFORNIA, AS PER MAP RECORDED IN BOOK 1 PAGES 77 TO 80 INCLUSIVE OF ASSESSORS MAPS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY, WHICH LIES NORTHEASTERLY OF THE SOUTHWESTERLY LINE OF THE LAND DESCRIBED IN QUITCLAIM DEED TO THE COUNTY OF LOS ANGELES RECORDED ON DECEMBER 10, 1980 AS INSTRUMENT NO. 80-1240729, OFFICIAL RECORDS.

EXCEPTING THEREFROM ALL MINERAL DEPOSITS, AS DEFINED IN SECTION 6407, OF THE PUBLIC RESOURCES CODE, BELOW A DEPTH OF 500 FEET, WITHOUT SURFACE RIGHTS OF ENTRY, AS RESERVED BY THE STATE OF CALIFORNIA IN DEED RECORDED DECEMBER 10, 1980 AS INSTRUMENT NO. 80-1240729, OFFICIAL RECORDS.

EXHIBIT C

LEGAL DESCRIPTION OF STATE PARCEL

ALL THAT LAND SITUATED IN THE STATE OF CALIFORNIA, COUNTY OF LOS ANGELES AND DESCRIBED AS FOLLOWS:

PARCEL 3:

THAT PORTION OF PARCEL 10 OF L.A.C.A. MAP NO. 94, IN THE CITY OF LOS ANGELES, IN THE COUNTY OF LOS ANGELES, STATE OF CALIFORNIA, AS PER MAP RECORDED IN BOOK 1 PAGES 77 TO 80 INCLUSIVE OF ASSESSORS MAPS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY, WHICH LIES SOUTHWESTERLY OF THE SOUTHWESTERLY LINE OF THE LAND DESCRIBED IN QUITCLAIM DEED TO THE COUNTY OF LOS ANGELES RECORDED ON DECEMBER 10, 1980 AS INSTRUMENT NO. 80-1240729, OFFICIAL RECORDS.

EXHIBIT D

RECORDING REQUESTED BY
AND MAIL TO:

COUNTY OF LOS ANGELES
CHIEF EXECUTIVE OFFICE
500 West Temple St., Room 754
Los Angeles, CA 90012
Attention: Don Simpson

Space Above This Line Reserved for Recorder's Use

THIS DOCUMENT IS EXEMPT FROM DOCUMENTARY TRANSFER TAX PURSUANT TO
SECTION 11922 OF THE REVENUE & TAXATION CODE.

THIS DOCUMENT IS EXEMPT FROM RECORDING FEES PURSUANT TO SECTION
27383 OF THE GOVERNMENT CODE.

Assessor's Identification Number:
5161-005-918 & 919

QUITCLAIM DEED

For a valuable consideration, receipt of which is hereby acknowledged, the CITY OF LOS ANGELES, a municipal corporation, does hereby remise, release, and forever quitclaim to the COUNTY OF LOS ANGELES, a body corporate and politic, all its right, title, and interest in and to all that real property in the City of Los Angeles, County of Los Angeles, State of California, described in Exhibit A attached hereto and by this reference made a part hereof.

THIS QUITCLAIM DEED IS MADE in accordance with the provisions of Agreement
No. _____ of the City of Los Angeles.

IN WITNESS WHEREOF, the City of Los Angeles, a municipal corporation, by its City Council, has caused this Quitclaim Deed to be executed on its behalf and its corporate seal to be thereto affixed by its City Clerk this _____ day of _____, 20____.

CITY OF LOS ANGELES,
a municipal corporation

By _____, Mayor

City Seal

Attest:

_____, Acting City Clerk

CIVIC CENTER MALL PARK (1)
Parcels: 1 & 2
I.M. 129-197 S.D. 1

THE CITY OF LOS ANGELES

TO

COUNTY OF LOS ANGELES

QUITCLAIM DEED

Executed in Accordance with

Agreement No. _____,

**JOB TITLE: Relinquishment of all interest in County property to
be used for Civic Center Mall Park - near the Corner of First
Street and North Broadway APN 5161-005-918 & 919**

CADASTRAL MAP: _____

Approved as to Authority _____, 2008

Department of General Services

By _____
General Manager

Approved as to Description _____, 2008

Department of General Services

By _____

Approved as to form and legality _____, 2008

ROCKARD J. DELGADILLO, City Attorney

By _____
Deputy City Attorney

Council File No. _____

ACKNOWLEDGMENT FORM

STATE OF CALIFORNIA)

) ss.

COUNTY OF _____)

On _____, before me, _____, Notary Public,
(insert name of the officer) (insert title of the officer)

personally appeared _____

(insert name(s) and title(s))

who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature _____

(Seal)

CERTIFICATE OF ACCEPTANCE

This is to certify that the interest in real property conveyed by the within deed or grant is hereby accepted under the authority conferred by Ordinance No. 95-0052, duly and regularly adopted by the Board of Supervisors of the County of Los Angeles on the 26th day of September 1995, and the Grantee consents to the recordation thereof by its duly authorized officer

Dated _____

By _____

Deputy Chief Executive Officer

EXHIBIT A

CIVIC CENTER MALL PARK (1)

Reference: Civic Center, Unit 45
A.I.N. 5161-005-917 and 918
T.G. 634 (F3)
I.M. 129-197
First District
M08D002505

LEGAL DESCRIPTION

PARCEL NO. 1:

PARCEL 9, as shown on Los Angeles County Assessor's Map No.94, filed in Book 1, pages 77 to 80, inclusive, of Assessor's Maps, in the office of the Registrar-Recorder/County Clerk of the County of Los Angeles.

APPROVED AS TO DESCRIPTION
<u>February 21, 2008</u>
COUNTY OF LOS ANGELES
By <u>[Signature]</u>
SUPERVISING CADASTRAL ENGINEER III Mapping and Property Management Division

This real property description has been prepared in conformance with the Professional Land Surveyors Act. The signatory herein is exempt pursuant to Section 8726 of the California Business and Professions Code.

EXHIBIT A

CIVIC CENTER MALL PARK (1)

Reference: Civic Center, Unit 45

A.I.N. 5161-005-919 and 920

T.G. 634 (F3)

I.M. 129-197

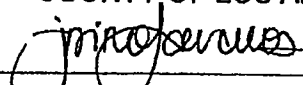
First District

M08D002505

LEGAL DESCRIPTION

PARCEL NO. 2:

All that portion of PARCEL 10, as shown on Los Angeles County Assessor's Map No.94, filed in Book 1, pages 77 to 80, inclusive, of Assessor's Maps, in the office of the Registrar-Recorder/County Clerk of the County of Los Angeles, lying northeasterly of the southwesterly line of that certain parcel of land described in deed to the County of Los Angeles, recorded on December 10, 1980, as Document No. 80-1240729, of Official Records, in the office of said Registrar-Recorder/County Clerk.

APPROVED AS TO DESCRIPTION	
February 21, 2008	
COUNTY OF LOS ANGELES	
By	
SUPERVISING CADASTRAL ENGINEER III	
Mapping and Property Management Division	

This real property description has been prepared in conformance with the Professional Land Surveyors Act. The signatory herein is exempt pursuant to Section 8726 of the California Business and Professions Code.

EXHIBIT E

RECORDING REQUESTED BY
AND MAIL TO:

STATE OF CALIFORNIA
Department of General Services
Real Estate Services Division
707 Third Street, Suite 6-100
West Sacramento, CA 95605

Space Above This Line Reserved for Recorder's Use

THIS DOCUMENT IS EXEMPT FROM DOCUMENTARY TRANSFER TAX
PURSUANT TO SECTION 11922 OF THE REVENUE AND TAXATION CODE

THIS DOCUMENT IS EXEMPT FROM RECORDING FEES PURSUANT TO
SECTION 27383 OF THE GOVERNMENT CODE.

Assessor's Identification Number:
5161-005-922

QUITCLAIM DEED

The **COUNTY OF LOS ANGELES**, a body corporate and politic, hereinafter referred to as "County", for valuable consideration receipt of which is hereby acknowledged, hereby REMISES, RELEASES AND QUITCLAIMS to the **STATE OF CALIFORNIA**, all of the County's right title and interest in and to that certain real property located in the City of Los Angeles, County of Los Angeles, State of California, more particularly described in Exhibit A hereto, including, but not specifically limited to, the County's interest created by those certain Quitclaim Deeds recorded on May 4, 1990 in the Official Records of the County recorder of Los Angeles County as Instrument Nos. 90-828801, 90-828802, 90-828803.

Subject to all covenants, conditions, restrictions reservations, easements, rights, and right-of-way of record, if any.

Dated _____

COUNTY OF LOS ANGELES,
a body corporate and politic

By _____
Chair, Board of Supervisors
of the County of Los Angeles

(COUNTY-SEAL)

ATTEST:

SACHI A. HAMAI, Executive Officer
of the Board of Supervisors
of the County of Los Angeles

By _____
Deputy

STATE OF CALIFORNIA)
) ss.
COUNTY OF LOS ANGELES)

On January 6, 1987, the Board of Supervisors for the County of Los Angeles and ex officio the governing body of all other special assessment and taxing districts, agencies, and authorities for which said Board so acts adopted a resolution pursuant to Section 25103 of the Government Code that authorized the use of facsimile signatures of the Chairman of the Board on all papers, documents, or instruments requiring the Chairman's signature.

The undersigned hereby certifies that on this _____ day of _____, 20____, the facsimile signature of _____, Chairman of the Board of Supervisors of the COUNTY OF LOS ANGELES, was affixed hereto as the official execution of this document. The undersigned further certifies that on this date a copy of the document was delivered to the Chairman of the Board of Supervisors of the COUNTY OF LOS ANGELES.

In witness whereof, I have also hereunto set my hand and affixed my official seal the day and year above written.

SACHI A. HAMAI, Executive Officer
of the Board of Supervisors
of the County of Los Angeles

By _____
Deputy

(COUNTY-SEAL)

APPROVED AS TO FORM

RAYMOND G. FORTNER, JR.
County Counsel

By _____
Deputy

EXHIBIT A

CIVIC CENTER MALL PARK (1)

Reference: Civic Center, Unit 45

A.I.N. 5161-005-921 and 922

T.G. 634 (F3)

I.M. 129-197

First District

M08D002505

LEGAL DESCRIPTION

PARCEL NO. 3:

All that portion of PARCEL 10, as shown on Los Angeles County Assessor's Map No.94, filed in Book 1, pages 77 to 80, inclusive, of Assessor's Maps, in the office of the Registrar-Recorder/County Clerk of the County of Los Angeles, lying southwesterly of the southwesterly line of that certain parcel of land described in deed to the County of Los Angeles, recorded on December 10, 1980, as Document No. 80-1240729, of Official Records, in the office of said Registrar-Recorder/County Clerk.

APPROVED AS TO DESCRIPTION
<u>February 21, 2008</u>
COUNTY OF LOS ANGELES
By <u>[Signature]</u>
SUPERVISING CADASTRAL ENGINEER III
Mapping and Property Management Division

This real property description has been prepared in conformance with the Professional Land Surveyors Act. The signatory herein is exempt pursuant to Section 8726 of the California Business and Professions Code.

EXHIBIT F

RECORDING REQUESTED BY
AND MAIL TO:

COUNTY OF LOS ANGELES
CHIEF EXECUTIVE OFFICE
500 Temple Street, Room 754
Los Angeles, CA 90012
Attention: Don Simpson

Space Above This Line Reserved for Recorder's Use

THIS DOCUMENT IS EXEMPT FROM DOCUMENTARY TRANSFER TAX
PURSUANT TO SECTION 11922 OF THE REVENUE AND TAXATION CODE

THIS DOCUMENT IS EXEMPT FROM RECORDING FEES PURSUANT TO
SECTION 27383 OF THE GOVERNMENT CODE.

Assessor's Identification Numbers:
5161-005-917 and 920

QUITCLAIM DEED

The **STATE OF CALIFORNIA**, by and through its Department of General Services, hereinafter referred to as "State", for valuable consideration receipt of which is hereby acknowledged, hereby REMISES, RELEASES AND QUITCLAIMS to the **COUNTY OF LOS ANGELES**, a body corporate and politic, all of the State's right title and interest in and to that certain real property located in the City of Los Angeles, County of Los Angeles, State of California, more particularly described in Exhibit A hereto, including, but not specifically limited to, the State's interest created by those certain Quitclaim Deeds recorded on May 4, 1990 in the Official Records of the County recorder of Los Angeles County as Instrument Nos. 90-828801, 90-828802, 90-828803.

Subject to all covenants, conditions, restrictions reservations, easements, rights, and right-of-way of record, if any.

This deed is subject to the express condition subsequent that the State of California shall have a right of re-entry to the portion to be quitclaimed herein as described in Exhibit A as Parcel No. 2 if at any time the property or any portion thereof is used for a purpose inconsistent with public park purposes or other public purposes.

IN WITNESS WHEREOF, on _____, _____, said State has caused this instrument to be duly executed.

STATE OF CALIFORNIA
Director of General Services

By _____
James S. Martin, Acting Chief
Real Property Services Section

ACKNOWLEDGMENT FORM

STATE OF CALIFORNIA)
) ss.
COUNTY OF _____)

On _____, before me, _____, Notary Public,
 insert name of the officer) (insert title of the officer)

personally appeared _____

(insert name(s) and title(s))

who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature _____

(Seal)

CERTIFICATE OF ACCEPTANCE

This is to certify that the interest in real property conveyed by the within deed or grant is hereby accepted under the authority conferred by Ordinance No. 95-0052, duly and regularly adopted by the Board of Supervisors of the County of Los Angeles on the 26th day of September 1995, and the Grantee consents to the recordation thereof by its duly authorized officer

Dated _____

By _____

Deputy Chief Executive Officer

EXHIBIT A

CIVIC CENTER MALL PARK (1)

Reference: Civic Center, Unit 45

A.I.N. 5161-005-917 and 918

T.G. 634 (F3)

I.M. 129-197

First District

M08D002505

LEGAL DESCRIPTION

PARCEL NO. 1:

PARCEL 9, as shown on Los Angeles County Assessor's Map No.94, filed in Book 1, pages 77 to 80, inclusive, of Assessor's Maps, in the office of the Registrar-Recorder/County Clerk of the County of Los Angeles.

APPROVED AS TO DESCRIPTION
February 21, 2008
COUNTY OF LOS ANGELES
By <u>[Signature]</u>
SUPERVISING CADASTRAL ENGINEER III
Mapping and Property Management Division

This real property description has been prepared in conformance with the Professional Land Surveyors Act. The signatory herein is exempt pursuant to Section 8726 of the California Business and Professions Code.

EXHIBIT A

CIVIC CENTER MALL PARK (1)

Reference: Civic Center, Unit 45

A.I.N. 5161-005-919 and 920

T.G. 634 (F3)

I.M. 129-197

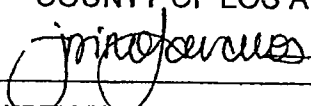
First District

M08D002505

LEGAL DESCRIPTION

PARCEL NO. 2:

All that portion of PARCEL 10, as shown on Los Angeles County Assessor's Map No.94, filed in Book 1, pages 77 to 80, inclusive, of Assessor's Maps, in the office of the Registrar-Recorder/County Clerk of the County of Los Angeles, lying northeasterly of the southwesterly line of that certain parcel of land described in deed to the County of Los Angeles, recorded on December 10, 1980, as Document No. 80-1240729, of Official Records, in the office of said Registrar-Recorder/County Clerk.

APPROVED AS TO DESCRIPTION	
February 21, 2008	
COUNTY OF LOS ANGELES	
By	
SUPERVISING CADASTRAL ENGINEER III	
Mapping and Property Management Division	

This real property description has been prepared in conformance with the Professional Land Surveyors Act. The signatory herein is exempt pursuant to Section 8726 of the California Business and Professions Code.

EXHIBIT G

RECORDING REQUESTED BY
AND MAIL TO:

STATE OF CALIFORNIA
Department of General Services
Real Estate Services Division
707 Third Street, Suite 6-100
West Sacramento, CA 95605

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THIS DOCUMENT IS EXEMPT FROM DOCUMENTARY TRANSFER TAX PURSUANT TO
SECTION 11922 OF THE REVENUE & TAXATION CODE.

Assessor's Identification Number:
5161-005-921

THIS DOCUMENT IS EXEMPT FROM RECORDING FEES PURSUANT TO SECTION
27383 OF THE GOVERNMENT CODE.

QUITCLAIM DEED

For a valuable consideration, receipt of which is hereby acknowledged, the CITY OF LOS ANGELES, a municipal corporation, does hereby remise, release, and forever quitclaim to the STATE OF CALIFORNIA, acting by and through the Department of General Services, all its right, title, and interest in and to all that real property in the City of Los Angeles, County of Los Angeles, State of California, described in Exhibit A attached hereto and by this reference made a part hereof.

THIS QUITCLAIM DEED IS MADE in accordance with the provisions of Agreement No. _____ of the City of Los Angeles.

IN WITNESS WHEREOF, the City of Los Angeles, a municipal corporation, by its City Council, has caused this Quitclaim Deed to be executed on its behalf and its corporate seal to be thereto affixed by its City Clerk this _____ day of _____, 20____.

CITY OF LOS ANGELES,
a municipal corporation

By _____, Mayor

City Seal

Attest:

_____, Acting City Clerk

CIVIC CENTER MALL PARK (1)
Parcel: 3
I.M. 129-197 S.D. 1

THE CITY OF LOS ANGELES

TO

STATE OF CALIFORNIA

QUITCLAIM DEED

Executed in Accordance with

Agreement No. _____

JOB TITLE: Relinquishment of all interest in State property
adjacent to Civic Center Mall Park property
Corner of First Street and North Broadway
APN 5161-005-921

CADASTRAL MAP: _____

Approved as to Authority _____, 2008

Department of General Services

By _____
General Manager

Approved as to Description _____, 2008

Department of General Services

By _____

Approved as to form and legality _____, 2008

ROCKARD J. DELGADILLO, City Attorney

By _____
Deputy City Attorney

Council File No. _____

ACKNOWLEDGMENT FORM

STATE OF CALIFORNIA)

COUNTY OF _____)

ss.

On _____, before me, _____, Notary Public,
(insert name of the officer) (insert title of the officer)

personally appeared _____

(insert name(s) and title(s))

who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature _____

(Seal)

CERTIFICATE OF ACCEPTANCE

This is to certify that the interest in real property conveyed by the Quitclaim Deed da _____, from the CITY OF LOS ANGELES, to the STATE OF CALIFORNIA, is hereby accepted, and the Grantee consents to the recordation thereof.

Dated _____

Director of General Services

By: _____
Doug Button, Deputy Director
Real Estate Services Division

APPROVED BY:

By: _____
Assistant Administrative Secretary
State Public Works Board

EXHIBIT A

CIVIC CENTER MALL PARK (1)

Reference: Civic Center, Unit 45
A.I.N. 5161-005-921 and 922
T.G. 634 (F3)
I.M. 129-197
First District
M08D002505

LEGAL DESCRIPTION

PARCEL NO. 3:

All that portion of PARCEL 10, as shown on Los Angeles County Assessor's Map No.94, filed in Book 1, pages 77 to 80, inclusive, of Assessor's Maps, in the office of the Registrar-Recorder/County Clerk of the County of Los Angeles, lying southwesterly of the southwesterly line of that certain parcel of land described in deed to the County of Los Angeles, recorded on December 10, 1980, as Document No. 80-1240729, of Official Records, in the office of said Registrar-Recorder/County Clerk.

APPROVED AS TO DESCRIPTION
<u>February 21, 2008</u>
COUNTY OF LOS ANGELES
By <u>[Signature]</u>
SUPERVISING CADASTRAL ENGINEER III Mapping and Property Management Division

This real property description has been prepared in conformance with the Professional Land Surveyors Act. The signatory herein is exempt pursuant to Section 8726 of the California Business and Professions Code.

RECORDING REQUESTED BY
AND MAIL TO:

STATE OF CALIFORNIA
Department of General Services
Real Estate Services Division
707 Third Street, Suite 6-100
West Sacramento, CA 95605

Space Above This Line Reserved for Recorder's Use

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PURSUANT TO SECTION 11922 OF THE REVENUE AND TAXATION CODE

THIS DOCUMENT IS EXEMPT FROM RECORDING FEES PURSUANT TO
SECTION 27383 OF THE GOVERNMENT CODE.

Assessor's Identification Number:
5161-005-922

QUITCLAIM DEED

The **COUNTY OF LOS ANGELES**, a body corporate and politic, hereinafter referred to as "County", for valuable consideration receipt of which is hereby acknowledged, hereby REMISES, RELEASES AND QUITCLAIMS to the **STATE OF CALIFORNIA**, all of the County's right title and interest in and to that certain real property located in the City of Los Angeles, County of Los Angeles, State of California, more particularly described in Exhibit A hereto, including, but not specifically limited to, the County's interest created by those certain Quitclaim Deeds recorded on May 4, 1990 in the Official Records of the County recorder of Los Angeles County as Instrument Nos. 90-828801, 90-828802, 90-828803.

Subject to all covenants, conditions, restrictions reservations, easements, rights, and right-of-way of record, if any.

Dated _____

COUNTY OF LOS ANGELES,
a body corporate and politic

By _____
Chair, Board of Supervisors
of the County of Los Angeles

(COUNTY-SEAL)

ATTEST:

SACHI A. HAMAI, Executive Officer
of the Board of Supervisors
of the County of Los Angeles

By _____
Deputy

STATE OF CALIFORNIA

COUNTY OF LOS ANGELES

On January 6, 1987, the Board of Supervisors for the County of Los Angeles and ex officio the governing body of all other special assessment and taxing districts, agencies, and authorities for which said Board so acts adopted a resolution pursuant to Section 25103 of the Government Code that authorized the use of facsimile signatures of the Chairman of the Board on all papers, documents, or instruments requiring the Chairman's signature.

The undersigned hereby certifies that on this ____ day of _____, 20____, the facsimile signature of _____, Chairman of the Board of Supervisors of the COUNTY OF LOS ANGELES, was affixed hereto as the official execution of this document. The undersigned further certifies that on this date a copy of the document was delivered to the Chairman of the Board of Supervisors of the COUNTY OF LOS ANGELES.

In witness whereof, I have also hereunto set my hand and affixed my official seal the day and year above written.

**SACHI A. HAMAI, Executive Officer
of the Board of Supervisors
of the County of Los Angeles**

(COUNTY-SEAL)

By _____
Deputy

APPROVED AS TO FORM

RAYMOND G. FORTNER, JR.
County Counsel

By [Signature]
Deputy

CERTIFICATE OF ACCEPTANCE

This is to certify that the interest in real property conveyed by the Quitclaim Deed dated _____, from the COUNTY OF LOS ANGELES, to the STATE OF CALIFORNIA, is hereby accepted, and the Grantee consents to the recordation thereof.

Dated _____

Director of General Services

APPROVED BY:

By: Doug Button, Deputy Director
Real Estate Services Division

By: _____
Assistant Administrative Secretary
State Public Works Board

EXHIBIT A

CIVIC CENTER MALL PARK (1)

Reference: Civic Center, Unit 45

A.I.N. 5161-005-921 and 922

T.G. 634 (F3)

I.M. 129-197

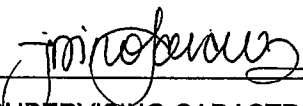
First District

M08D002505

LEGAL DESCRIPTION

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APPROVED AS TO DESCRIPTION
<u>February 21, 2008</u>
COUNTY OF LOS ANGELES
By <u></u>
SUPERVISING CADASTRAL ENGINEER III
Mapping and Property Management Division

This real property description has been prepared in conformance with the Professional Land Surveyors Act. The signatory herein is exempt pursuant to Section 8726 of the California Business and Professions Code.